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CONTRACTUAL AGREEMENT

between the

PENFIELD ADMINISTRATIVE COUNCIL

and the

SUPERINTENDENT OF SCHOOLS

**PENFIELD CENTRAL SCHOOL DISTRICT
PENFIELD, NEW YORK**

JULY 1, 2005 through JUNE 30, 2010



ARTICLE I RECOGNITION CLAUSE

Section 1-1. The Penfield Central School District Board of Education, having determined that the Penfield Administrative Council is an employee organization within the meaning of the New York State Public Employees' Fair Employment Act and that said Council represents a majority of the employees within the negotiation unit set forth in Section 2 below, hereby grants recognition to that Council under the Public Employees' Fair Employment Act.

Section 1-2. The negotiation unit shall consist of the following job categories:

- Associate Principal
- Athletic Director
- Director of Special Education/PPS – Elementary
- Director of Special Education/PPS – Secondary
- Director of Technology
- Elementary School Principal
- High School Principal
- High School Assistant Principal
- Middle School Assistant Principal
- Middle School Principal
- Special Education Administrator

Section 1-3. This Agreement and all provisions herein are subject to all applicable laws.

Section 1-4. The Administrative Council, including all job titles listed above, hereinafter referred to as the "Council," affirms that it does not and shall not assert the right to strike, to encourage, participate in, condone, or in any way recognize the right to strike.

Section 1-5. This Agreement shall constitute the full and complete commitments between both parties until June 30, 2010, and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

Section 1-6.

- A. Meetings of negotiating teams may be initiated upon the written request of either party. In any given year, such request shall be made on or before the first day of April that school is in session.
- B. The Superintendent of Schools and the Council agree that negotiations regarding the terms and conditions of employment shall be conducted according to such guidelines as shall be agreed upon between the two parties.
- C. Both parties may exchange written proposals at the initial meeting.

ARTICLE II BOARD AND ADMINISTRATIVE PREROGATIVES

Section 2-1. The Council recognizes that the Board and the Superintendent retain each and every right, privilege, and prerogative which has not been specifically modified or abridged by the terms of this Agreement. Such rights, privileges, and prerogatives include those vested in the Board and the Superintendent which may not have been heretofore exercised in accordance with New York State Education Law.

ARTICLE III HOLIDAYS

Section 3-1. The following days shall be designated as holidays and days on which members of this Council shall not be required to report to work except in the case of an emergency:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans' Day
10. Thanksgiving Day
11. Friday following Thanksgiving
12. Christmas Day
- 13-14. Two days determined annually through consultation with the Chairperson of the Council

Note: If a holiday falls on a Saturday, the preceding Friday will be designated as the legal holiday, and Monday will be designated as a holiday if the day falls on a Sunday.

ARTICLE IV WORK YEAR AND VACATIONS

Section 4-1. WORK YEAR

- A. The work year for members of the negotiating unit shall correspond to the fiscal year of the School District.
- B. The foregoing shall not constitute nor be interpreted as a guarantee of employment or as a guaranteed length of employment. The Chairperson of the Council must be consulted and

allowed to add written input at least two (2) weeks before a decision is made affecting a job elimination, classification change, or job description for any Council member. In addition, every attempt will be made to provide this person with a position within the system.

Section 4-2. VACATIONS

- A. Administrators will earn two (2) days of paid vacation per month. These days may be used as earned. At the completion of one full year of service in the District, additional vacation days may be earned at the rate of one (1) per year, to a maximum of twenty-nine (29) days total. Days of paid vacation earned each month are to be taken during the summer months or when school is not in session unless other arrangements are approved by the Superintendent.
- B. Any member of the negotiating unit may carry forward into the immediate succeeding fiscal year of employment fifteen (15) working days of accrued but unused vacation. These days, however, must be taken prior to September 1 of that succeeding year or they shall be forfeited. However, with prior approval of the Superintendent of Schools, five (5) of these vacation days may be carried beyond September 1, which shall be used before the end of that same fiscal year. Administrators will not be allowed more than four (4) consecutive weeks of vacation in any one summer unless prior approval is given by the Superintendent of Schools.
- C. If a member of the Council resigns and does not give the Superintendent a sixty (60) day advance notice of impending resignation for reasons other than health, that Council member shall forfeit any and all accrued but unused vacation time.
- D. If a member of the negotiating unit has accrued but not used vacation time, and if such Council member gives sixty (60) days notice of his/her intent to resign or one hundred eighty (180) days notice of his/her intent to retire, the Superintendent and the Board of Education may approve pay in lieu of using such accrued vacation time. The Superintendent and the Board of Education may waive these time limits for extenuating circumstances.
 - 1. If a member of the negotiating unit hired on or prior to July 1, 1974 resigns during the year for reasons other than health, his/her vacation time beginning July 1 of the fiscal year will be prorated, as stated in Sections 2-A and 2-B, plus any approved carry-over time.
 - 2. If he/she has taken more vacation days than the number he/she would have earned on a monthly basis, the salary paid for these days will be deducted from his/her final paycheck.
- E. All administrators are expected to be on duty the week following the close of school in June and the week preceding the opening of school in September unless other arrangements have been approved by the Superintendent.

ARTICLE V PAYROLL DEDUCTIONS

Section 5-1. The Superintendent agrees that payroll deductions may be made for:

- A. School Administrators Association of New York State
- B. National Association of Secondary School Principals
- C. National Association of Elementary School Principals
- D. Any financial institution
- E. Tax sheltered annuity
- F. Optional insurance policies
- G. State Teachers' Retirement loans
- H. Flexible spending accounts

This is not an exhaustive list.

Section 5-2. Such deductions may be made only when there is, on file, a duly executed authorization for which the deduction is being made. To revoke a deduction, the Payroll Department must receive a written request for same. Revocation of the deduction will be made as soon as possible. If the deduction cancellations cannot be processed within thirty (30) days, the administrators will be notified. The deduction may not be reinstituted until the new enrollment period.

ARTICLE VI VACANCIES

Section 6-1. Whenever any administrative vacancy occurs within the District, the announcement of such vacancy must be posted in each building, including the District Office.

Section 6-2. Any member of the negotiating unit wishing to make application for such position may do so by notifying the Personnel Office in writing of such desire.

Section 6-3. The Chairperson of the Council, or his/her designee, shall be involved in an advisory capacity in the employment of administrators.

ARTICLE VII ABSENCES AND LEAVES

Section 7-1. LEAVES OF ABSENCE REQUESTED BY A UNIT MEMBER

Members of the negotiating unit may submit applications for both long and short-term leaves of absence subject to the approval of the Superintendent of Schools and the Board of Education.

Section 7-2. LONG-TERM LEAVES

- A. Long-term leaves are for a period of time from one semester to one full year in duration. Long-term leaves may be at the District's discretion with or without pay.
- B. Applications for long-term leaves must be submitted in writing to the Superintendent's office at least sixty (60) days in advance of the date for commencement of the leave.
- C. Only one Council member may be eligible for long-term leave at any one time. In the event that more than one Council member applies for a long-term leave, the Superintendent will appoint a committee of central office and building administrators to review and make recommendations concerning which applicant may be granted the leave. The Committee must clearly enumerate specific, legitimate, non-discriminatory reasons for recommending one administrator for a leave over another.
- D. Applicant shall be notified of the Superintendent's decision within thirty (30) days after filing a request for a long-term leave.
- E. Council members given long-term leaves may be granted up to 50 percent of a Council member's annual salary for a full year's leave and up to 100 percent of a Council member's salary during the length of his/her leave, not to exceed one-half year. No restrictions will be placed on approved salary, grants, fellowships, or awards received by the member.
- F. A Council member accepting a long-term leave with pay shall agree in writing to return to the Penfield Central School District for two (2) complete years or will repay the District one-half of the salary received for each year or part thereof that he/she is absent.
- G. A Council member on a long-term leave shall notify the Superintendent in writing sixty (60) days before the end of his/her leave of his/her intention to return to work.
- H. A Council member returning from a leave will be restored to a position equivalent to that which he/she held at the time the leave was granted in accordance with the New York State Education Laws/Regulations.
- I. A Council member will retain all fringe benefits including unused accumulated sick leave.

- J. A Council member on leave will receive any negotiated increase in administrative salaries. It is understood he/she will receive the same percent increase as he/she received in prior years if said administrator has not served during period evaluated.
- K. A Council member on leave will not be denied an opportunity to apply for other administrative openings which might occur during his/her leave period.

Section 7-3. SHORT-TERM PROFESSIONAL GROWTH LEAVES

- A. Council members may apply to the Superintendent for a short-term professional growth leave not to exceed one (1) semester.
- B. Written application for such leaves shall be filed with the Superintendent sixty (60) days prior to the anticipated start of such leave. There will be no tenure restriction for eligibility.
- C. Short-term leaves may be granted to administrators at the discretion of the District, with or without pay for the same purposes as long-term leaves, or for any other purposes which will serve to improve the performance of the administrator or the educational programs offered the students of the Penfield schools.
- D. No loss of benefits will occur as a result of the short-term leave. Unused sick leave may not be used during the period of the leave, but will remain to the member's credit upon return to the District.
- E. Grantees will be advanced on a salary schedule upon return to Penfield and will be given seniority credit for the period of the leave.
- F. All administrators returning from leaves of absence granted under this section shall be restored to the same or equivalent position in accordance with state laws/regulations.
- G. If for any reason an administrator on leave does not plan to return to Penfield, he/she shall so notify the Superintendent at least ninety (90) days prior to the termination of the leave.

Section 7-4. PERSONAL LEAVES OF ABSENCE

- A. Any unit member may apply for a personal leave of absence not to exceed one year.
- B. No regular benefits shall accrue to a member on such leave, such as sick leave, seniority, and hospitalization.
- C. Written application for such leave must be filed with the Superintendent at least sixty (60) days prior to the anticipated effective date of said leave. Granting of personal leave of absence shall be at the sole discretion of the District.

Section 7-5. SICK DAYS

- A. All unit members are eligible for paid sick day benefits.
- B. Sick days shall accumulate at the rate of twelve (12) days per year cumulative to a maximum of two hundred and fifty (250) days. Unit members shall be credited with twelve (12) sick days at the beginning of the school year.
- C. Unit members new to the District will be credited with sick days from their previous employer up to a maximum of twenty (20) days.

Section 7-6. SICK LEAVE BANK

- A. At the start of each school year from September 1 until September 30, Council members may elect to join the sick bank by contributing two (2) sick days to the bank. Any Council member with accumulated sick days in excess of two hundred and fifty (250) days may donate up to ten (10) of their sick days in any school year, and the donation is irrevocable and cannot be made to a specific Council member for his or her use and only Council members who have donated to the sick leave bank may draw from the bank.
- B. Should the sick leave bank fall below fifty (50) sick days, each Council member, in order to maintain membership, will be required to contribute an additional day within thirty (30) calendar days of the request.
- C. Sick leave bank usage is intended for use only by Council members and may not be used for other family members' illnesses. The process for requesting use of the sick bank is as follows:
 - 1. Individual member must apply in writing to the Assistant Superintendent for Personnel and Labor Relations.
 - 2. An accompanying physician's statement is required specifying the exact nature of the illness/injury, physical limitations, length of time of the expected absence, and expected return to work date.
 - 3. Individual member must have exhausted all of their accumulated sick leave.
 - 4. Sick bank usage is limited to the time between exhaustion of sick days and prior to the start of disability.
 - 5. Council members may use sick leave days only one (1) time for the same medical incident which is defined as a time period when a medical condition occurs, which prevents a member from working, and which ends upon the Council member's return to work.
 - 6. Requests for use of sick leave bank days will be reviewed and approved jointly by the Assistant Superintendent for Personnel and Labor Relations and the Chairperson of the Council or their designees.

Section 7-7. MEDICAL EXAMINATIONS

The Board of Education, with the approval of the school physician, may require any administrator employed by the Board to undergo additional physical and/or mental examinations at the expense of the District by a designated Board physician or one mutually chosen to determine the capacity of such administrator to perform his/her duties. The administrator will be notified in writing within one (1) week of the Board's adoption of such a requirement.

Section 7-8. FAMILY MEDICAL LEAVE ACT (FMLA)

FMLA requires covered employers to provide up to twelve (12) weeks of unpaid, job-related leave to "eligible" Council members for certain family and medical reasons. Unit members are eligible if they have worked for Penfield Central School District for at least one year and for 1,250 hours over the previous twelve (12) months.

A. Unpaid Leave may be granted for any of the following reasons:

1. To care for the Council member's child after birth, or placement for adoption or foster care;
2. To care for the Council member's spouse, son or daughter, or parent who has a serious health condition; or
3. For a serious health condition that makes the Council member unable to perform the Council member's job.

B. Advance Notice and Medical Certification

The unit member will be requested to provide advance leave notice and medical certification. Taking of FMLA may be denied if requirements are not met.

1. The unit member ordinarily must provide thirty (30) days advance notice when the leave is "foreseeable."
2. The District may require medical certification to support a request for leave because of a serious health condition, and may require a second opinion (at the employer's expense) and a fitness for duty report to return to work.

C. Job Benefits and Protection

1. For the duration of FMLA leave, the District must maintain the Council member's health coverage under any "group health plan."
2. Upon return from FMLA leave, the unit member must be restored to his or her original or equivalent position with equivalent pay, benefits, and other employment terms.

3. The use of FMLA leave cannot result in the loss of any employment benefits that accrued prior to the start of a unit member's leave.

Section 7-9. PERSONAL DAYS

Unit members shall receive three (3) days absence per school year with full pay for the purpose of transacting personal matters which require absence during school hours. Such leave, if not used at the end of the contract year, will be added to sick days accumulated.

Section 7-10. BEREAVEMENT DAYS

Four (4) days leave of absence with pay shall be granted for death in the immediate family (spouse, children, mother, father, brothers, sisters, grandparents, aunts, uncles, and corresponding in-laws) and non-relatives who functioned in a similar capacity. Such leave shall not be cumulative. If a fifth day is necessary, it may be obtained by contacting the Assistant Superintendent for Personnel and Labor Relations.

ARTICLE VIII PROFESSIONAL GROWTH

Section 8-1. The Administrative Council shall submit to the Superintendent of Schools an annual plan for professional growth opportunities for its members. The plan may encompass, but not be limited to, graduate study, conferences, workshops, visitations, and inservice opportunities. Subject to voter approval of the budget each year, the District shall allocate a minimum of \$26,000 in years one and two of the contract and \$30,000 in the remaining years of the contract to implement the professional growth plan for unit members.

Section 8-2. Council members approved for graduate study under the annual plan shall be reimbursed full tuition and fee costs, excluding books and materials, at the successful completion of the course.

Section 8-3. No deduction in salary will occur with attendance at conferences, workshops, visitations, inservice, etc. if approved by the Superintendent as part of the annual plan.

Section 8-4. Council members who pursue professional growth opportunities under the approved annual plan will receive reimbursement within budget limitations. Council members who pursue professional growth opportunities as requested by the Superintendent will receive full reimbursement for expenses.

**ARTICLE IX
COUNCIL MEMBERS' ROLE IN NEGOTIATING
WITH OTHER BARGAINING UNITS**

It is agreed that a member of the Council will be available in negotiations with other bargaining units on a consultant basis in his/her area of expertise. It will be the responsibility of this member to keep the Council informed of negotiations progress.

**ARTICLE X
CONDITIONS OF EMPLOYMENT**

Section 10-1. PROBATIONARY ADMINISTRATORS

- A. The probationary period for members of the unit is three (3) years.
- B. All first-year administrators in the District will be given two (2) written evaluations during the first year of employment, the first being no later than six (6) months after employment.
- C. Should the Superintendent decide that the performance of any probationary administrator is unsatisfactory to the degree that the administration is considering termination or dismissal of that administrator during the probationary period, that administrator must be notified in writing (refer to Section 1-D).
- D. Administrative and supervisory staff shall be required to work with the probationary administrator a minimum of thirty (30) school days prior to sixty (60) days before the anniversary date of appointment to probationary service.
- E. Acting upon the recommendation of the Superintendent, appointment to tenure rests with the Board of Education.

Section 10-2. TENURED ADMINISTRATORS

No member of the unit who has a tenured appointment shall be dismissed except for just cause under applicable provisions of the Education Law (i.e., 3020-a, etc.). Prior to filing charges of inefficiency or incompetency in the performance of duties against a tenured administrator under the applicable provisions of the Education Law governing dismissal of tenured persons, the Superintendent will provide at least one (1) written warning to the administrator and will schedule a conference with the appropriate supervisory personnel, the Council member, and the Council representative of his/her choice to discuss such deficiencies.

Section 10-3. TERMINATION OF POSITION

- A. If an administrative position is to be eliminated, the Council member occupying the position shall be notified no later than the first school day in March, unless some unusual circumstances or altered condition occurs.
- B. A Council member whose position has been abolished will be given consideration for any vacant position in the School District for which he/she is certified.
- C. When an administrative position has been eliminated, the Chairperson of the Council shall be notified in writing as to the effective date. (See Article IV, Section 1-B.)

Section 10-4. LEGAL DEFENSE

Pursuant to Sections 3023 and 3028 of the Education Law, the following shall apply:

“Notwithstanding any inconsistent provision of any general, special, or local law,... each board of education... in the state shall provide an attorney or attorneys for, and pay such attorney’s fees and expenses necessarily incurred in the defense of a teacher, member of a supervisory or administrative staff or employee in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the district while in the discharge of his duties within the scope of his employment. For such purposes, the board of education... may arrange for and maintain appropriate insurance or such board may elect to act as self-insurers to maintain the aforesaid protection. A board of education... however, shall not be subject to the duty imposed by this section, unless such teacher, or member of the supervisory and administrative staff or employee shall, within ten days of the time he is served with any summons, complaint, process, notice, demand, or pleading, deliver the original or a copy of same to such board of education...”

ARTICLE XI SALARIES

Section 11-1. STARTING SALARIES

Council members or new hires who meet the minimum requirements of the position will receive a salary rate of at least equal to the minimum salary stated below.

	Minimum	Cap
Category A Elementary Asst. Principal Special Education Administrators	\$70,000	\$85,000
Category B Director of Elementary Special Education/PPS Director of Secondary Special Education/PPS Secondary Assistant/House Principals	\$73,000	\$117,000
Category C Athletic Director Director of Technology Elementary Principal Secondary Associate Principal	\$80,000	\$122,000
Category D High School Principal Middle School Principal	\$88,000	\$137,000

Section 11-2. SALARY INCREASES

3.0 percent	Retroactive to July 1, 2005
4.3 percent	July 1, 2006
4.3 percent	July 1, 2007
4.3 percent	July 1, 2008
4.3 percent	July 1, 2009

Section 11-3. STIPENDS

Middle School Administrator in Charge: A \$2,500 stipend will be paid to the Middle School Building Administrator to assume responsibility for the building in the absence of the Middle School Principal.

Section 11-4. COMPENSATION FOR ACCUMULATED VACATION

By November 15 of each year, a unit member may request compensation for up to ten (10) days of unused, accumulated vacation for each calendar year. Each unused day will be valued at 1/260th of the unit member's salary in effect as of November 15. Compensation will be paid in the first paycheck issued after the start of the next calendar year. Compensation for accumulated vacation is a one-time payment and is separate and distinct from contract salary.

Upon retirement, unit members with accumulated vacation days earned prior to July 1, 1995 shall be compensated with an amount of money equal to 1/260th of his/her 1994-95 salary for each accumulated day at the date of retirement. The money shall be paid within two (2) months of the date of retirement.

Section 11-5. EVALUATION OF ADMINISTRATORS

As a means of improving the leadership role of members of the negotiating unit and as a measure of accountability, an evaluation of each member of the Administrative Council will be made annually by the Superintendent and/or his/her designee. In the event the Council member is subject to evaluative input provided to the Superintendent or the evaluative designee, the evaluatee shall have the opportunity to discuss the written input with the evaluator prior to such evaluation being forwarded to the Superintendent/designee. The evaluation by the Superintendent/designee will be made on the form mutually agreed upon by the Superintendent and the Penfield Administrative Council.

A self-evaluation may be done by the individual Council member and submitted to the Superintendent or his designee on or before October 15. The Superintendent's written evaluation will be given to each Council member on or before November 30. A conference will be held if requested by either a Council member or the Superintendent/designee. All conferences will be completed by December 15.

ARTICLE XII BENEFITS

Section 12-1. RETIREMENT

Membership in the New York State Teachers' Retirement System is mandated for all full-time Council members under the terms and conditions of Laws of the State of New York.

Section 12-2. HEALTH INSURANCE

In order to provide unit members with benefit options including but not limited to health, dental, life, and disability insurance, annuity investments, and medical and dependent care reimbursement, the parties have established an Elective Benefits Fund ("the Fund"). In any contract year, the District will allocate monies to the Fund in amounts as specified below. Allocation of these funds to individual unit members will be based on family status as determined by the parties.

	2006-2007	2007-2008	2008-2009	2009-2010
District Contribution	100%	95%	95%	95%
Council Member Contribution	--	5%	5%	5%
"Flex" Amount	\$2,000	\$2,200	\$2,200	\$2,200
<i>Contribution amounts are based on the annual premium for Blue Point II Select.</i>				

If a unit member dies in service, the surviving spouse and/or dependent children may continue the insurance coverage in force at the time of the unit member's death, if they are not eligible for other insurance coverage. The District will provide coverage for one year without charge.

After one year, the surviving spouse or dependent children may remain in the coverage group, but will be responsible for all premiums due. The surviving spouse and/or dependent children must submit an eligibility affidavit annually. If they elect to disenroll at any time, they are not eligible to reenter.

Section 12-3. DENTAL INSURANCE

All members of the unit who work at least half time may apply to Blue Cross/Blue Shield for the single or family Blue Shield Dental Contract (Smile Saver) or another program substituted by the District with benefits that are comparable or exceed this Blue Shield Dental Contract. The District contributes one hundred percent (100%) of each member's premium. The District will not provide dental coverage when a Council member is covered under a policy to which another employer contributes. If both husband and wife are employees of the District, the District will provide only one family policy. Claim forms are available in each school building as well as in the Benefits Office. Applications for membership, questions, and claims should be referred to the Benefits Office. The District assumes no responsibility for payment of benefits. All benefits shall be paid in accordance with the express provisions of the applicable insurance policy.

Section 12-4. RETIREES' HEALTH AND DENTAL INSURANCE

To qualify for a single contract for health and dental insurance, the retiree must have served the District for a period of five (5) consecutive years and subsequent to retirement not accept a position where health and dental insurance are available at a cost to the retiree lower than the retiree's contribution through the District plan.

To qualify for a sponsor or family contract for health and dental insurance, the retiree must have served the District for a period of seven (7) consecutive years and subsequent to retirement not accept a position where health and dental insurance are available at a cost to the retiree lower than the retiree's contribution through the District plan. In the event of the retiree's death, the spouse will be covered for his/her lifetime provided he/she is not employed, or does not accept employment, where health and dental insurance are available at a cost to the surviving spouse lower than his/her contribution through the District plan.

For retirees who retired on or before December 31, 1999 and who qualify for health and dental benefits, the District will contribute to the plan of the retiree's choice according to the guidelines set forth in Section 2 and 3 of Article XIII in the January 1, 1998 through December 31, 1999 agreement between the District and the Association until the retiree reaches age 65. When the retiree and/or spouse reach age 65, the retiree must notify the District so that an over-65 policy can be instituted. The retiree will contribute, per year, \$400 for a single health insurance contract and \$700 for a sponsor or family health insurance contract, the remainder of the premium is to be paid by the District. The District will pay one hundred percent (100%) of the premium for dental

insurance. Effective January 1, 2000, for retirees who qualify for health and dental benefits, the District shall contribute to the health and dental plans of the retiree's choice an amount not to exceed the amount contributed by the District for health and dental insurance in the Fund according to the guidelines set forth in Section 2 of this article for current unit members. When the retiree and/or his/her spouse reach age 65, it is the responsibility of the retiree and/or spouse to notify the District of this fact so that an over 65 health insurance policy can be instituted. The retiree and/or spouse will contribute, per contract year, \$400 for a single health insurance contract and \$700 for a family or sponsor contract. The remainder of the over 65 health insurance premium will be paid by the District not to exceed the amount the District contributes for health insurance in the Fund for current unit members. The District shall reimburse for dental insurance for retirees to an amount not to exceed that paid in the Fund for current unit members.

The District and the Council assume no responsibility for payment of benefits to retirees.

Section 12-5. RETIREMENT INCENTIVE

Any unit members who are eligible for regular retirement under the New York State Teachers' Retirement System ("TRS") by June 30 of the five years of this contract, who file an irrevocable letter of retirement resignation with the District on or before February 15th of each of the five years, and who retire effective June 30 of that year, will receive a \$25,000 retirement incentive to be paid at the discretion of the District sometime between June 1st and August 1st of that year.

Section 12-6. RETIREMENT PLAN INVESTMENT

Effective July 1, 2006 and continuing in each year of the contract, the District will provide each unit member with a payment of \$2,500 to be used toward the premium for an individual annuity contract, life insurance policy, or other retirement planning investment.

ARTICLE XIII MISCELLANEOUS

Section 13-1. SUPPORT SERVICES

Adequate secretarial services will be provided.

Section 13-2. PERSONAL LOSS REIMBURSEMENT

The District will reimburse an administrator for the reasonable cost of any clothing, dentures, eyeglasses, hearing aids, or other similar bodily appurtenances which were damaged, destroyed, or lost when being worn by an administrator who suffers an injury or personal vandalism while acting in the discharge of his/her duties within the scope of his/her employment if such loss is not covered by other insurance. This coverage will be provided if the administrator has not been personally negligent with reference to the incident.

Section 13-3. MILEAGE REIMBURSEMENT

Unit members shall be eligible for reimbursement for use of private vehicles for approved school purposes in accordance with established Board of Education policy.

ARTICLE XIV GRIEVANCE PROCEDURES

Section 14-1. DECLARATION OF PURPOSE

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of members of the Council. Except as is necessary for the purpose of implementing this procedure, both parties hereto agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure.

The parties understand that certain facts and circumstances may produce claims that this Agreement has been violated and that a law, rule, or regulation also has been violated for which legal recourse, remedies, and procedures exist before the courts or before federal, state, or local administrative agencies. The Association waives its right to pursue contractual grievances based on any legal or factual issue submitted to any local, state, federal court, or agency for resolution.

Section 14-2. DEFINITIONS

Grievance shall mean any alleged misinterpretation or misapplication of the terms of this Agreement.

Days shall mean calendar days.

Council shall mean the Penfield Administrative Council.

Aggrieved Party shall mean any member of this designated unit filing an alleged grievance.

Section 14-3. GENERAL PROCEDURES

- A. The Board of Education and the Council agree to reasonably facilitate any investigation which may be required and to make available to the aggrieved party all pertinent information not privileged under law and which is relevant to the issue raised by the grievance.
- B. Except as otherwise provided by Level I, an aggrieved party shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him to testify and to call witnesses on his own behalf. The aggrieved party and the Superintendent shall be furnished with a copy of any minutes of the proceedings made at each stage of this grievance procedure.

- C. All documents, communications, and records dealing with the processing of a grievance shall be kept in a confidential file separate from the personnel file of the aggrieved party. This file shall be available only to the aggrieved party and the Superintendent, or their duly authorized representatives, and to the Board of Education, if necessary.
- D. Except by consent of all parties involved, hearings shall not be open to the public.

Section 14-4. GRIEVANCE LEVELS

All alleged written grievances shall include the name and position of the aggrieved party, the identity of the provision of the Agreement involved in the alleged grievance, the time when and the place where the alleged events or conditions constituting the alleged grievance occurred, the identity of the individual who caused the event or condition giving rise to the alleged grievance, and a statement of the nature of the alleged grievance and the redress sought by the aggrieved party.

A. Level One – Informal

A unit member has the right and obligation to discuss any claim concerning an alleged breach, misinterpretation or misapplication of any term of this Agreement with a Council representative. If the matter is not informally resolved, the unit member will present a written claim to the Assistant Superintendent for Personnel and Labor Relations, who will answer the claim in writing within the next ten (10) calendar days. The written claim must be filed within fifteen (15) calendar days after the unit member had actual knowledge of or should reasonably have known of the event. The grievance appeal must be filed within the time limit specified, otherwise the grievance will be time-barred, further appeal will be barred and the grievance will be deemed waived and discontinued.

B. Level Two

If the claim is not resolved at Level One and the Chairperson/designee approves the further processing of the grievance, as defined in this Agreement, the Chairperson/designee will present a formal written grievance to the Superintendent of Schools within fifteen (15) calendar days after the Level One written answer is received. The Superintendent of Schools/designees will answer the grievance, in writing, within fifteen (15) calendar days after it is presented.

C. Level Three – Arbitration

1. Time Limit. No grievance shall proceed to arbitration unless Notice of Intent to Arbitrate has been filed within fifteen (15) calendar days after receipt of the Level Two answer unless that time is extended in writing by mutual agreement.
2. Decision. The decision of the arbitrator shall be binding in grievance matters pertaining to the interpretation of the terms and conditions of the signed contract in effect at the time of the grievance.

3. Selection and Procedures. Arbitrator selection and arbitration procedures shall be conducted under the procedure rules of the American Arbitration Association providing that the American Arbitration Association shall furnish to each party a list of arbitrators consisting of at least twenty (20) names.
4. Arbitrator's Power. An arbitrator shall have no power or authority to require either the Council or the District to perform any act not expressly prohibited by this Agreement. An arbitrator shall have no power or authority to alter, add to, subtract from or modify any provision of this Agreement.
5. Fee and Expenses. An arbitrator's fee, if any, shall be shared equally by the Council and the District.

DURATION

This Agreement shall take effect on July 1, 2005 and remain in full force and effect until it terminates on June 30, 2010.

Other sections of the contract may be opened only on mutual agreement of both parties.

Neither party to this Agreement shall attempt to make any alterations, modifications, changes, or variations of any of the terms expressly and specifically covered by this Agreement except those that are made by mutual agreement, signed and appended hereto.

LEGISLATIVE ACTION

In the event that any provision or application of the Agreement shall be determined by a court of competent jurisdiction to be null, void, or unenforceable, such decision shall not affect any other provisions of this Agreement, which shall continue in full force and effect.

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by an amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

By: _____

Ronald Marro, Chairperson
Penfield Administrative Council

Dated: _____

By: _____

G. Susan Gray, Superintendent of Schools
Penfield Central School District

Dated: _____